

Staff Summary Report

Council Meeting Date: 09/26/02

Agenda Item Number: _____

SUBJECT: This is the first public hearing to grant an underground electrical easement and an overhead electric easement to Salt River Project (SRP) for undergrounding the existing 69KV overhead electric line in the vicinity of Rio Salado Parkway and Priest Drive.

DOCUMENT NAME: (20020926PWDR04) **EASEMENTS (0904-02) ORDINANCE NO. 2002.39**

SUPPORTING DOCS: Yes

COMMENTS: N/A

PREPARED BY: HEIDI GRAHAM, SR. ENGINEERING ASSOC., LAND SERVICES (x8528)

REVIEWED BY: NEIL MANN, DEPUTY PW MANAGER/CITY ENGINEER (x8250)

LEGAL REVIEW BY: BRAD WOODFORD, CITY ATTORNEY (x8229)

FISCAL NOTE: N/A

RECOMMENDATION: That the City Council hold public hearings, adopt Ordinance No. 2002.39 and authorize the Mayor to execute any necessary documents.

ADDITIONAL INFO: The City of Tempe is undergrounding the existing 69KV overhead electric line and needs to provide an easement to SRP for this purpose. There is a small segment of the line that will remain as overhead service on City property, but as it is relocated SRP has requested an overhead easement for this portion also.

Approved by Glenn Kephart, Public Works Manager

ORDINANCE NO. 2002.39

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, GRANTING AN UNDERGROUND ELECTRIC EASEMENT AND AN OVERHEAD ELECTRIC EASEMENT TO SALT RIVER PROJECT (SRP) IN THE VICINITY OF PRIEST DRIVE AND RIO SALADO PARKWAY, IN THE EAST HALF OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 4 EAST, G&SRB&M.

WHEREAS, it has been determined by the City Council of the City of Tempe owns real estate described herein, and

WHEREAS, Salt River Project (SRP) has requested an easement for an underground power line and an overhead power line on said property, and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEMPE, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION I. That the City of Tempe does hereby authorize the grant of easement to Salt River Project (SRP) in the forms attached hereto as Exhibit "A".

SECTION II. That the rights granted in the easements to Salt River Project (SRP) shall be subject to the same encumbrances, liens, limitations, restrictions, and estates as exist on the land of which the easement is a part, and provided that the use of the easements shall not interfere with any public improvements or future public improvements constructed upon grantors land.

SECTION III: That the Mayor or his designee is hereby authorized to execute any documents that may be necessary to carry out the provisions of this Ordinance.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE,

ARIZONA this _____ day of _____, 2002.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

HOLD FOR PICK UP:

SALT RIVER PROJECT
Land Department/PAB 400
P.O. Box 52025
Phoenix, Arizona 85072-2025

EXHIBIT A

UNDERGROUND POWER EASEMENT

Maricopa County
Rio Salado Parkway/Priest Drive

R/W #2275 Agt. JMT
Job #XA4-2/69kVUG

CITY OF TEMPE,
a municipal corporation

hereinafter called Grantor, for valuable consideration, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, and agricultural improvement district organized and existing under the laws of the State of Arizona, its agents, employees, contractors, and permittees and its and their respective successors and assigns, hereinafter called the Grantee, and easement in, upon, over, under, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to as the "Easement Property"), to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conductors, conduits, pipes, cables, vaults, pads, switching equipment, enclosures, manholes and transformers and all other appliances, and fixtures (collectively "Facilities") for the transmission and distribution of electricity and for all other purposes connected therewith and for the transmission and distribution of existing telephone, audio and/or visual signal and other communication or data transmission purposes at such locations and elevations, in, upon, over, under, across and along the Easement Property, together with the right of ingress and egress to, from, across and along the Easement Property and with the right to use lands adjacent to said easement during temporary periods of construction.

The lands in, upon, over, under, across, through and along which this easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described below and depicted on Exhibit A, attached hereto and made a part hereof:

GRANTOR'S PROPERTY

A portion of the East Half of Section 16, Township 1 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EASEMENT PROPERTY

Easement Parcel No. 1

Said easement being 20.00 feet in width, lying 10.00 feet on each side of the following described centerline:

Commencing at the West Quarter corner of the above-described Section 16;
Thence North 89 degrees 34 minutes 04 seconds East (basis of bearings), along the mid-section line of said Section 16, a distance of 72.70 feet to the **POINT OF BEGINNING** of the easement herein described;
thence South 00 degrees 54 minutes 25 seconds West, a distance of 290.35 feet;
thence South 23 degrees 50 minutes 12 seconds East, 95.40 feet, more or less, to a point on the East line of road right-of-way for Priest Drive, Tempe, Arizona, and therein terminating;
thence ALSO from said Point of Beginning, North 00 degrees 54 minutes 25 seconds East, a distance of 230.20 feet;
thence North 65 degrees 49 minutes 37 seconds East, a distance of 157.06 feet;
thence North 63 degrees 21 minutes 06 seconds East, a distance of 134.05 feet;
thence North 60 degrees 31 minutes 48 seconds East, a distance of 303.59 feet;
thence North 57 degrees 40 minutes 34 seconds East, a distance of 63.10 feet to a point within a 50.00 foot by 50.00 foot electrical equipment area, said area being a part of this easement and therein terminating the herein described easement.

Easement Parcel No. 2

Said easement being the East 25.00 feet of the West 100.00 feet of the South 55.00 feet of the North 423.00 feet of the above-described Section 16.

CAUTION: Facilities placed within the Easement Property may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et. Seq., Arizona Blue Stake Law, prior to any excavation.

Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear operational area that extends 12.00 feet immediately in front of all transformer and other equipment openings. No obstruction, trees, shrubs, fixtures or permanent structures shall be placed within said areas.

Except as expressly set forth herein, Grantor shall not construct, install or place, or permit to be constructed, installed or placed any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the area of the Easement Property.

In the future, if Grantor installs cross-fencing or perimeter walls in road right-of-way which impedes access to the Easement Property, Grantor shall provide openings in said walls or cross-fencing to allow Grantee unrestricted access to said Easement Property, at such locations and of such dimensions, as solely determined by Grantee, Grantor shall have the right to install, maintain and use gates across said openings. If said gates are locked, Grantor shall provide a multiple locking device for use by Grantee on any locked gates to allow for unrestricted access to said Easement Property.

Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation within the Easement Property within 25.00 feet of transmission Pole No. 1, adjacent to the Priest Drive right-of-way, and Pole No 2, adjacent to the Rio Salado Parkway right-of-way, as depicted on the attached Exhibit A.

In the event Grantee records a document to formally abandon the easement granted herein, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Property within a reasonable time subsequent to such abandonment.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns and lessees of the Grantor and Grantee.

The individual executing this document represents and warrants: (i) that he or she is authorized to do so on behalf of the Grantor; (ii) that he or she has full legal power and authority to bind Grantor in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority (whether from any partner, owner, spouse, shareholder, director, member, manager, creditor, investor, developer, governmental authority, judicial or administrative body, association, or other person or entity); and (iii) that the execution, delivery, and performance by Grantor of this document and all others relating to the easement will not constitute a default under any agreement to which Grantor is a party. The individual executing this document shall indemnify, defend and hold harmless Grantee for, from and against any and all losses, costs, expenses, liabilities, claims, demands, and actions of any kind or nature, including court costs and attorney's fees, arising or accruing as a result of the falsity of any of his or her representations and warranties contained in this document.

IN WITNESS WHEREOF, **THE CITY OF TEMPE**, a municipal corporation, has caused its name to be executed by its duly authorized representative, this _____ day of _____, 2002.

THE CITY OF TEMPE,
a municipal corporation

By _____
Neil Guiliano, Mayor

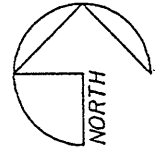
STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2002, by _____, Mayor of the City of Tempe, a municipal corporation, on behalf of such corporation.

My Commission Expires: _____
Notary Public

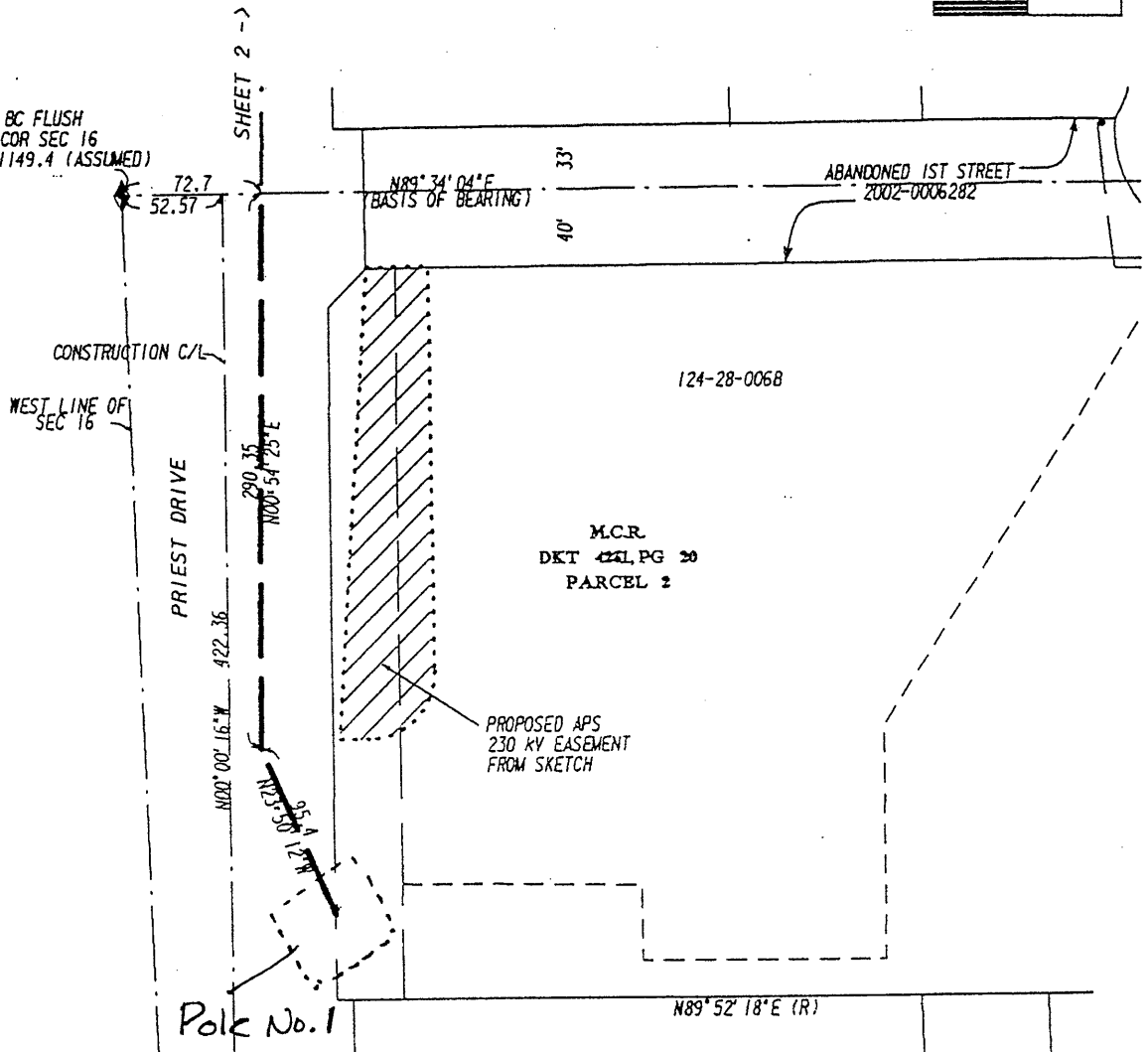
Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1131 and 11-1132 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(s) and (A)(3).

EXHIBIT "A"



0 50 100

FND BC FLUSH
#1/4 COR SEC 16
BM ELEV = 1149.4 (ASSUMED)



LEGEND

- · — · — SECTION AND CENTERLINE
- — — — — PROPERTY LINE
- — — — — CENTERLINE OF 20' EASEMENT

CAUTION

THE EASEMENT LOCATION AS HEREON
DELINEATED MAY CONTAIN HIGH VOLTAGE
ELECTRICAL EQUIPMENT. NOTICE IS
HEREBY GIVEN THAT THE LOCATION OF
UNDERGROUND ELECTRICAL CONDUCTORS
OR FACILITIES MUST BE VERIFIED AS
REQUIRED BY ARIZONA REVISED STATUTES,
SECTION 40-380.21, ET. SEQ., ARIZONA
BLUE STAKE LAW, PRIOR TO ANY
EXCAVATION.

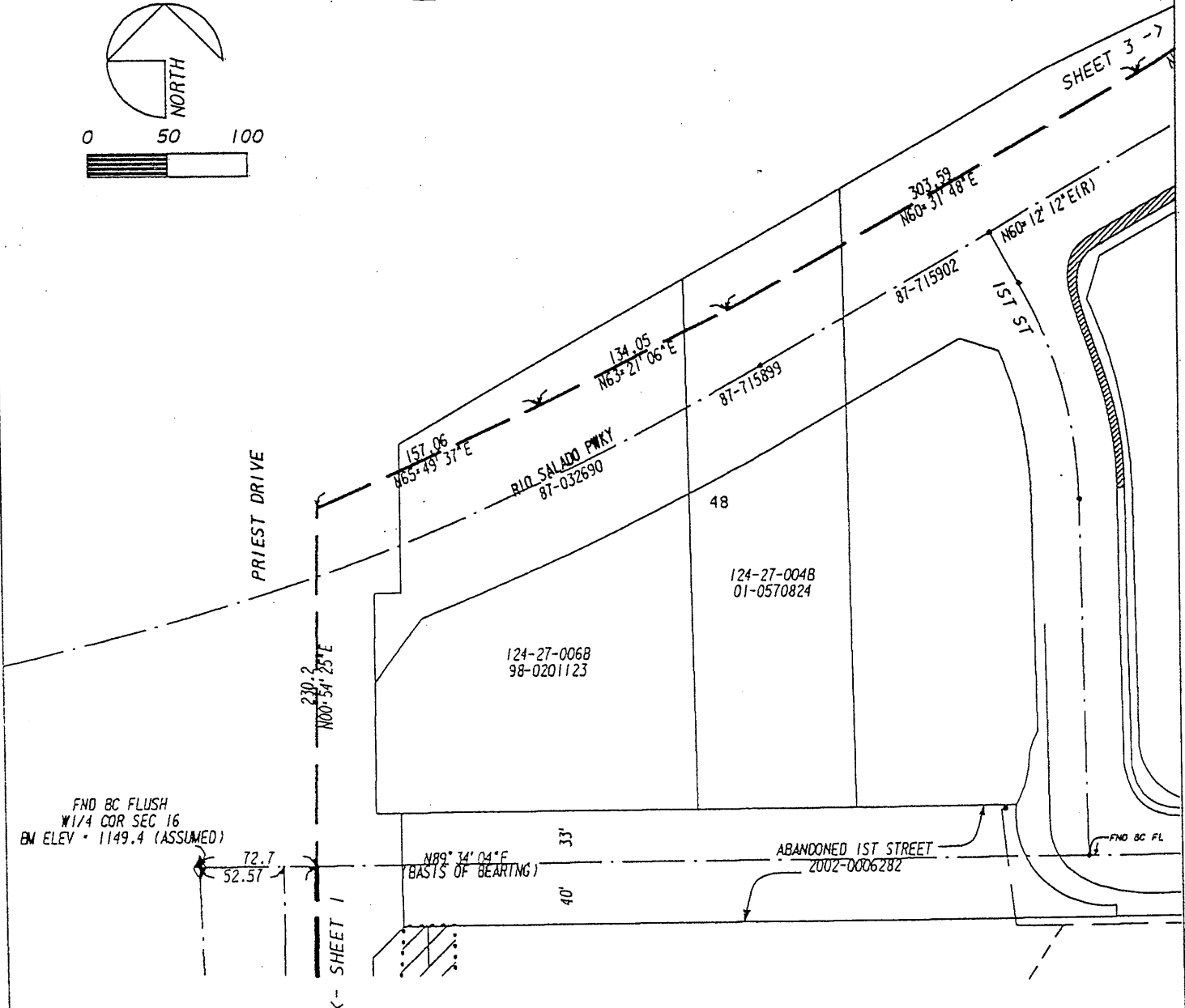
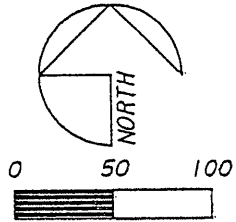
THIS EXHIBIT IS INTENDED TO ACCOMPANY
A DESCRIPTION, IT IS NOT A SURVEY AND
SHOULD NOT BE CONSTRUED AS SUCH.

SALT RIVER PROJECT A.I.
& POWER DISTRICT
MARICOPA COUNTY, ARIZONA

RIO SALADO - PRIEST
XA4-2
SEC 16, T.1N., R.4E
69 KV UNDERGROUND ELECTRIC
POWER LINE EASEMENT

DESIGNED TINO Q. AGENT TRUPIANO
DRAWN MORRIS APPROVED _____
DATE 07-18-02
SCALE N.T.S. SHEET 1 OF 3

EXHIBIT "A"



LEGEND

- · — · — SECTION AND CENTERLINE
- — — — — PROPERTY LINE
- — — — — CENTERLINE OF 20' EASEMENT

CAUTION

THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT. NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

THIS EXHIBIT IS INTENDED TO ACCOMPANY A DESCRIPTION. IT IS NOT A SURVEY AND SHOULD NOT BE CONSTRUED AS SUCH.

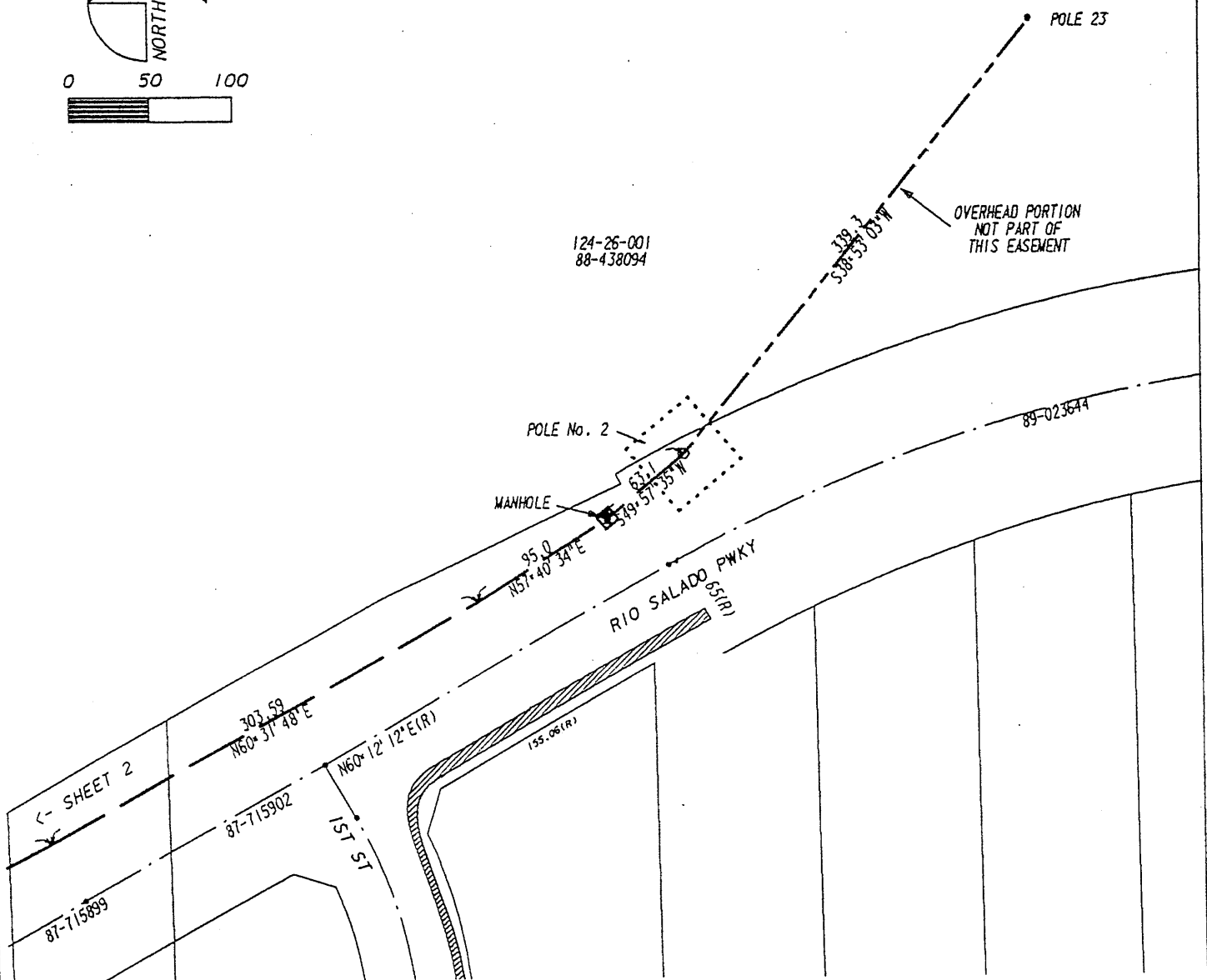
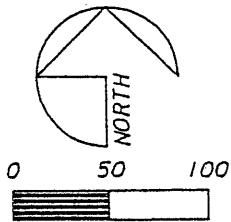
SALT RIVER PROJECT A.I.
& POWER DISTRICT
MARICOPA COUNTY, ARIZONA

RIO SALADO - PRIEST
XA4-2

SEC 16, T1N, R4E
69 KV UNDERGROUND ELECTRIC
POWER LINE EASEMENT

DESIGNED	TINO Q.	AGENT	TRUPIANO
DRAWN	MORRIS	APPROVED:	
DATE	07-18-02		
SCALE	N.T.S.	SHEET	2 OF 3

EXHIBIT "A"



LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- • CENTERLINE OF 20' EASEMENT

CAUTION

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SALT RIVER PROJECT A.I.
& POWER DISTRICT
MARICOPA COUNTY, ARIZONA

RIO SALADO - PRIEST
XA4-2
SEC 16, TIN, R4E
69 KV UNDERGROUND ELECTRIC
POWER LINE EASEMENT

DESIGNED TINO O. AGENT TRUPIANO
DRAWN MORRIS APPROVED: _____
DATE 07-18-02
SCALE N.T.S. SHEET 3 OF 3

HOLD FOR PICK UP:

SALT RIVER PROJECT
Land Department/PAB 400
P.O. Box 52025
Phoenix, Arizona 85072-2025

EXHIBIT A

OVERHEAD POWER EASEMENT

Maricopa County
Rio Salado Parkway/Priest Drive

R/W #2275 Agt. JMT
Job #XA4-2/69kVOH

CITY OF TEMPE, a municipal corporation

hereinafter called Grantor, for valuable consideration, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, and agricultural improvement district organized and existing under the laws of the State of Arizona, its agents, employees, contractors, and permittees and its and their respective successors and assigns, hereinafter called the Grantee, and easement in, upon, over, under, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to as the "Easement Property"), to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conductors, conduits, pipes, cables, vaults, pads, switching equipment, enclosures, manholes and transformers and all other appliances, and fixtures (collectively "Facilities") for the transmission and distribution of electricity and for all other purposes connected therewith and for the transmission and distribution of existing telephone, audio and/or visual signal and other communication or data transmission purposes at such locations and elevations, in, upon, over, under, across and along the Easement Property, together with the right of ingress and egress to, from, across and along the Easement Property and with the right to use lands adjacent to said easement during temporary periods of construction.

The lands in, upon, over, under, across, through and along which this easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described below and depicted on Exhibit A, attached hereto and made a part hereof:

GRANTOR'S PROPERTY

A portion of the East Half of Section 16, Township 1 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EASEMENT PROPERTY

Easement Parcel No. 1

Said easement being 30.00 feet in width, lying 15.00 feet on each side of the following described centerline:

Commencing at the West Quarter corner of the above-described Section 16;
Thence North 89 degrees 34 minutes 04 seconds East (basis of bearings), along the mid-section line of said Section 16, a distance of 72.70 feet
thence North 00 degrees 54 minutes 25 seconds West, a distance of 230.20 feet;
thence North 65 degrees 49 minutes 37 seconds East, a distance of 157.06 feet;
thence North 63 degrees 21 minutes 06 seconds East, a distance of 134.05 feet;
thence North 60 degrees 31 minutes 48 seconds East, a distance of 303.59 feet;
thence North 57 degrees 40 minutes 34 seconds east, a distance of 63.10 feet to the POINT OF BEGINNING of the easement herein described, said point also being a point within a 50.00 foot by 50.00 foot electrical equipment area, said area being a part of this easement;
thence North 38 degrees 53 minutes 03 seconds East, a distance of 340.00 feet to a terminus.

Easement Parcel No. 2

Said easement being the East 25.00 feet of the West 100.00 feet of the South 55.00 feet of the North 423.00 feet of the above-described Section 16.

CAUTION: Facilities placed within the Easement Property may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et. Seq., Arizona Blue Stake Law, prior to any excavation.

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Except as expressly set forth herein, Grantor shall not construct, install or place, or permit to be constructed, installed or placed any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the area of the Easement Property.

In the future, if Grantor installs cross-fencing or perimeter walls in road right-of-way which impedes access to the Easement Property, Grantor shall provide openings in said walls or cross-fencing to allow Grantee unrestricted access to said Easement Property, at such locations and of such dimensions, as solely determined by Grantee, Grantor shall have the right to install, maintain and use gates across said openings. If said gates are locked, Grantor shall provide a multiple locking device for use by Grantee on any locked gates to allow for unrestricted access to said Easement Property.

Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation within the Easement Property whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

In the event Grantee records a document to formally abandon the easement granted herein, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Property within a reasonable time subsequent to such abandonment.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns and lessees of the Grantor and Grantee.

The individual executing this document represents and warrants: (i) that he or she is authorized to do so on behalf of the Grantor; (ii) that he or she has full legal power and authority to bind Grantor in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority (whether from any partner, owner, spouse, shareholder, director, member, manager, creditor, investor, developer, governmental authority, judicial or administrative body, association, or other person or entity); and (iii) that the execution, delivery, and performance by Grantor of this document and all others relating to the easement will not constitute a default under any agreement to which Grantor is a party. The individual executing this document shall indemnify, defend and hold harmless Grantee for, from and against any and all losses, costs, expenses, liabilities, claims, demands, and actions of any kind or nature, including court costs and attorney's fees, arising or accruing as a result of the falsity of any of his or her representations and warranties contained in this document.

IN WITNESS WHEREOF, **THE CITY OF TEMPE**, a municipal corporation, has caused its name to be executed by its duly authorized representative, this _____ day of _____, 2002.

THE CITY OF TEMPE,
a municipal corporation

By _____
Neil Guiliano, Mayor

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2002, by _____, Mayor of the City of Tempe, a municipal corporation, on behalf of such corporation.

My Commission Expires: _____
Notary Public

Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1131 and 11-1132 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(s) and (A)(3).



THIS EXHIBIT IS INTENDED TO ACCOMPANY
A DESCRIPTION, IT IS NOT A SURVEY AND
SHOULD NOT BE CONSTRUED AS SUCH.

DESIGNED TINO Q. AGENT TRUPIANO
DRAWN MORRIS APPROVED: _____
DATE 08-15-02
SCALE N.T.S. SHEET 1 OF 1

THE EASEMENT LOCATION AS HEREON
DELINEATED MAY CONTAIN HIGH VOLTAGE
ELECTRICAL EQUIPMENT, NOTICE IS
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UNDERGROUND ELECTRICAL CONDUCTORS
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